

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

DATE: May 10, 2011

TO: Jean Weems
County Board Office

FROM: Linda Haines

SUBJECT: May County Board

3 – Contract / Contract Bond from A. C. Pavement Striping for Kane County
Section #11-00000-03-GM Pavement Preservation with Document Vet Sheet

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and return to our office for further processing.

Thanks.

c: Manny Gomez
Dave Boesch

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

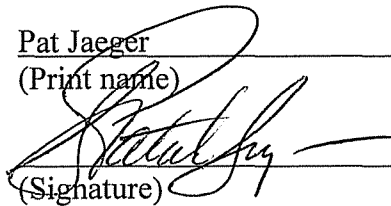
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract / Contract Bond with A. C. Pavement Striping for
Kane Co. Sec. #11-00000-03-GM, 2011 Pavement
Preservation

Submitted by: Linda Haines

Date Submitted: April 13, 2011

Examined by: Pat Jaeger
(Print name)


(Signature)

April , 2011
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No 5-16-11
(Date)

Document returned to: CO-CLERK



1. THIS AGREEMENT, made and concluded the 10th day of May, 2011 Month and Year between the County of Kane acting by and through its County Board Chairman A. C. Pavement Striping Company his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 11-00000-03-GM in Kane County, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Clerk (Seal)

The County of Kane By Kara McLoughlin Party of the First Part Chairman, County Board (If a Corporation)

Corporate Name AC Pavement Striping Co. By Scott E. Kline President Party of the Second Part (If a Co-Partnership)

Attest: William Brinati Secretary (Seal)

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Bond No. 929527073
Executed in Three Counterparts

Route _____
County Kane
Local Agency Kane
Section 11-00000-03-GM

We, A. C. Pavement Striping Company, 695 Church Road, Elgin, IL 60123

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois,
as PRINCIPAL, and _____

Western Surety Co. as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Three Hundred Thirty Two Thousand Four Hundred Sixty Three and 47/100

_____ Dollars (\$332,463.47), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th day of April A.D. 2011

PRINCIPAL

AC Pavement Striping Co.

(Company Name)

By: Scott E. Kline, (Signature & Title) President

Attest: William Brinati, (Signature & Title) Corp. Secretary

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Cook

I, Therese J. Tabor, a Notary Public in and for said county, do hereby certify that

Scott E. Kline and William Brinati

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of April

My commission expires 3-29-12

Therese J. Tabor
Notary Public

OFFICIAL SEAL
THERESE J. TABOR
Notary Public, State of Illinois
My Commission Expires 3-29-2012
(SEAL)

SURETY

Western Surety Co.

(Name of Surety)

By: [Signature]

(Signature of Attorney-in-Fact)

K.R. Leander

STATE OF ILLINOIS.

COUNTY OF Cook

I, Therese J. Tabor, a Notary Public in and for said county, do hereby certify that

K.R. Leander

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of April

My commission expires 3-29-12

Therese J. Tabor
Notary Public

"OFFICIAL SEAL"
THERESE J. TABOR
Notary Public, State of Illinois
My Commission Expires 3-29-2012
(SEAL)

Approved this 10th day of May, A.D. 2011

Attest:

John A. Cunningham, County Clerk

(Seal)

County of Kane

(Awarding Authority)

[Signature]
(Chairman/Mayor/President)

County Board

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

S G Leander, K R Leander, Frances B Strebendt, Individually

of Wheaton, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 14th day of October, 2010.



WESTERN SURETY COMPANY

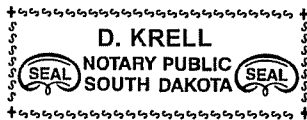
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of October, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of April, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary